

77m-179

THIS AGREEMENT made and entered into by and between
the BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE
UNITED STATES OF AMERICA, a New York corporation having its
office and principal place of business at 156 Fifth Avenue, New
York City, New York, the Licensor, and A & B Construction Co. o f
Haines, Alaska, the Licensee,

WITNESSETH:

The licensor does hereby grant unto the Licensee for
the term of one year from the date of this instrument permission
to occupy and use the following parcel of land situated in the
Presbyterian Mission Reserve, U.S. Survey No. 735, located at
Haines, Alaska:

BEGINNING at a point on the line between corner No.3 and
corner No.4 of U.S. Survey No. 735; said point being South
 $9^{\circ} 12' 48''$ West 689.87 feet distance from said corner No.4;
Thence from point of beginning North $80^{\circ} 23' 30''$ East 572.92
feet distance to the South Westerly Right-of-Way line of
the Haines Cutoff Highway;
Thence South $77^{\circ} 44' 30''$ East 418.28 feet distance along
said Right-of-Way line;
Thence South $12^{\circ} 15' 30''$ West 100.33 feet distance;
Thence South $80^{\circ} 23' 30''$ West 1008.58 feet distance to the
line between corner No.3 and corner No.4 of U.S. Survey
No. 735;
Thence along said line between corners North $9^{\circ} 12' 48''$
East 262.96 feet distance to the point of beginning;
Containing 5 acres.

This license is given for the purpose of permitting
the Licensee to occupy and use said land in the conduct of the
business of extracting gravel from the aforementioned premises
with the express understanding, however, that other parties
shall be given similar rights to be used concurrently with the
Licensee; and the Licensee agrees that he shall extract gravel
from only that portion of said 5-acre tract as may be from time
to time designated by the Licensor's representative at Haines,
Alaska, namely: the Rev. Donald A. Schwab.

The Licensee agrees that he shall not extract more than 3,000 cubic yards of gravel from said 5-acre tract.

The Licensee agrees to pay the sum of ten cents (\$.10) for each cubic yard removed from said premises by him, to be paid on or before the 10th day of every month for all gravel removed during the preceding month. Payment will be made to said Rev. Donald A. Schwab or his successor and each payment will be accompanied by a statement of the amount of gravel removed from said premises during the preceding month; and the Licensee agrees to furnish such proof as is required by the Licenser of the amount so removed.

The Licensee agrees:

1. To use the premises for no purpose other than the excavation of gravel;
2. Upon the termination of this agreement, all pits or excavations worked by him to be reduced to a smooth bottom;
3. Not to sublet or assign this license to any person or persons without the written consent of the Licenser;
4. To remove from the premises at his own cost and expense within 60 days from the termination of this agreement all buildings, structures and equipment which may belong to him;
5. To hold the Licenser harmless from all or any claims, suits, damages and causes of action arising as a result of the Licensee's activities on the Licenser's land and predicated upon any injury to person or property or loss of life sustained in or about the property above described during the term of this license.

The Licensee agrees that in case of any violation of the terms of this license to be performed by him, he will

peaceably and quietly surrender said premises to the Licensor; and in the event of such violation the Licensor shall have the privilege of reentering and taking possession of said premises, removing all persons therefrom without delay and without the necessity of any action in any court to remove the same.

The Licensee further agrees that any and all buildings, structures and equipment not removed from the premises within 60 days after the expiration of this license shall become the property of the Licensor without claim of any nature by the Licensee.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 14th day of May, 1953.

Witnesses:

Mary S. Chesnut

BOARD OF NATIONAL MISSIONS OF
THE PRESBYTERIAN CHURCH IN THE
UNITED STATES OF AMERICA,
Licensor

By D. Allan Locke
D. Allan Locke, Treasurer

By L. M. Brownlee
A & B Construction Co. Licensee

77-179

gravel pit

GRAVEL AGMT.

dated May 14, 1953

with

A & B Construction Co.
Haines, Alaska

Expiration date: May 13, 1954

Terminated 12/1/53

Not renewed

Duplicate original

THIS AGREEMENT made and entered into by and between
the BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE
UNITED STATES OF AMERICA, a New York corporation having its
office and principal place of business at 156 Fifth Avenue, New
York City, New York, the Licensor, and A & B Construction Co. of
Haines, Alaska, the Licensee,

WITNESSETH:

The licensor does hereby grant unto the Licensee for
the term of one year from the date of this instrument permission
to occupy and use the following parcel of land situated in the
Presbyterian Mission Reserve, U.S. Survey No. 735, located at
Haines, Alaska:

BEGINNING at a point on the line between corner No.3 and
corner No.4 of U.S. Survey No. 735; said point being South
 $9^{\circ} 12' 48''$ West 689.87 feet distance from said corner No.4;
Thence from point of beginning North $80^{\circ} 23' 30''$ East 572.92
feet distance to the South Westerly Right-of-Way line of
the Haines Cutoff Highway;
Thence South $77^{\circ} 44' 30''$ East 418.28 feet distance along
said Right-of-Way line;
Thence South $12^{\circ} 15' 30''$ West 100.33 feet distance;
Thence South $80^{\circ} 23' 30''$ West 1008.58 feet distance to the
line between corner No.3 and corner No.4 of U.S. Survey
No. 735;
Thence along said line between corners North $9^{\circ} 12' 48''$
East 262.96 feet distance to the point of beginning;
Containing 5 acres.

This license is given for the purpose of permitting
the Licensee to occupy and use said land in the conduct of the
business of extracting gravel from the aforementioned premises
with the express understanding, however, that other parties
shall be given similar rights to be used concurrently with the
Licensee; and the Licensee agrees that he shall extract gravel
from only that portion of said 5-acre tract as may be from time
to time designated by the Licensor's representative at Haines,
Alaska, namely: the Rev. Donald A. Schwab.

The Licensee agrees that he shall not extract more than 3,000 cubic yards of gravel from said 5-acre tract.

The Licensee agrees to pay the sum of ten cents (\$.10) for each cubic yard removed from said premises by him, to be paid on or before the 10th day of every month for all gravel removed during the preceding month. Payment will be made to said Rev. Donald A. Schwab or his successor and each payment will be accompanied by a statement of the amount of gravel removed from said premises during the preceding month; and the Licensee agrees to furnish such proof as is required by the Licenser of the amount so removed.

The Licensee agrees:

1. To use the premises for no purpose other than the excavation of gravel;
2. Upon the termination of this agreement, all pits or excavations worked by him to be reduced to a smooth bottom;
3. Not to sublet or assign this license to any person or persons without the written consent of the Licenser;
4. To remove from the premises at his own cost and expense within 60 days from the termination of this agreement all buildings, structures and equipment which may belong to him;
5. To hold the Licenser harmless from all or any claims, suits, damages and causes of action arising as a result of the Licensee's activities on the Licenser's land and predicated upon any injury to person or property or loss of life sustained in or about the property above described during the term of this license.

The Licensee agrees that in case of any violation of the terms of this license to be performed by him, he will

peaceably and quietly surrender said premises to the Licensor; and in the event of such violation the Licensor shall have the privilege of reentering and taking possession of said premises, removing all persons therefrom without delay and without the necessity of any action in any court to remove the same.

The Licensee further agrees that any and all buildings, structures and equipment not removed from the premises within 60 days after the expiration of this license shall become the property of the Licensor without claim of any nature by the Licensee.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 14th day of May, 1953.

Witnesses:

BOARD OF NATIONAL MISSIONS OF
THE PRESBYTERIAN CHURCH IN THE
UNITED STATES OF AMERICA,
Licensor

l. A. L. Mary G. Chesnutt

By D. Allan Locke
D. Allan Locke, Treasurer

By C. M. Brownlow
A & B Construction Co. Licensee

Supplicate Art 9.

of
Gavel Line
with

A + B Construction Co.
Haines, Alaska

Dated: May 14, 1953
Exp: May 13, 1954

Terminated 12/1/53

Not renewed

THIS AGREEMENT made and entered into by and between the BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA, a New York corporation having its office and principal place of business at 156 Fifth Avenue, New York City, New York, the Licenser, and Keil & Peterman Co. of Haines, Alaska, the Licensee,

WITNESSETH:

The Licenser does hereby grant unto the Licensee for the term of one year from the date of this instrument permission to occupy and use the following described parcel of land situated in the Presbyterian Mission Reserve, U.S. Survey No.735, located at Haines, Alaska:

BEGINNING at a point on the line between corner No.3 and corner No.4 of U.S. Survey No.735; said point being South 9° 12' 48" West 689.87 feet distance from said corner No.4; Thence from point of beginning North 80° 23' 30" East 572.92 feet distance to the South Westerly Right-of-Way line of the Haines Cutoff Highway; Thence South 77° 44' 30" East 418.28 feet distance along said Right-of-Way line; Thence South 12° 15' 30" West 100.33 feet distance; Thence South 80° 23' 30" West 1008.58 feet distance to the line between corner No.3 and corner No.4 of U.S. Survey No.735; Thence along said line between corners North 9° 12' 48" East 262.96 feet distance to the point of beginning; Containing 5 acres.

This license is given for the purpose of permitting the Licensee to occupy and use said land in the conduct of the business of extracting gravel from the aforementioned premises with the express understanding, however, that other parties shall be given similar rights to be used concurrently with the Licensee; and the Licensee agrees that he shall extract gravel from only that portion of said 5-acre tract as may be from time to time designated by the Licenser's representative at Haines, Alaska, namely: the Rev. Donald A. Schwab.

The Licensee agrees that he shall not extract more than 3,000 cubic yards of gravel from said 5-acre tract.

The Licensee agrees to pay the sum of ten cents (\$.10) for each cubic yard removed from said premises by him, to be paid on or before the 10th day of every month for all gravel removed during the preceding month. Payment will be made to said Rev. Donald A. Schwab or his successor and each payment will be accompanied by a statement of the amount of gravel removed from said premises during the preceding month; and the Licensee agrees to furnish such proof as is required by the Licenser of the amount so removed.

The Licensee agrees:

1. To use the premises for no purposes other than the excavation of gravel;
2. Upon the termination of this agreement, all pits or excavations worked by him to be reduced to a smooth bottom;
3. Not to sublet or assign this license to any person or persons without the written consent of the Licenser;
4. To remove from the premises at his own cost and expense within 60 days from the termination of this agreement all buildings, structures and equipment which may belong to him;
5. To hold the Licenser harmless from any or all claims, suits, damages and causes of action arising as a result of the Licensee's activities on the Licenser's land and predicated upon any injury to person or property or loss of life sustained in or about the property above described during the term of this license.

The Licensee agrees that in case of any violation of the terms of this license to be performed by him, he will peaceably and quietly surrender said premises to the Licenser; and in the event of such violation the Licenser shall have the privilege of reentering and taking possession of said premises, removing all persons therefrom without delay and without the necessity of any action in any court to recover the same.

The Licensee further agrees that any and all buildings, structures and equipment not removed from the premises within 60 days after the expiration of this license shall become the property of the Licenser without claim of any nature by the Licensee.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 20th day of October, 1952.

Witnesses:

Mary G. Cheatum
C. J. Jerome

ok
BOARD OF NATIONAL MISSIONS OF THE
PRESBYTERIAN CHURCH IN THE UNITED
STATES OF AMERICA, Licenser

By D. Allan Locke
D. Allan Locke, Treasurer

O. Keil
Keil & Peterman Co. Licensee

277-179

(Brand)

A G R E E M E N T

between

BOARD OF NATIONAL MISSIONS OF THE
PRESBYTERIAN CHURCH IN THE UNITED
STATES OF AMERICA, Licensor

and

Keil & Peterman Company

Marcel Pet

Dated: October 20, 1952
Exp: Oct. 19, 1953

Not renewed

